

RIGHT OF WAY AGREEMENT

Marion P. Miller et. al.
To
Colorado Interstate Gas Co.

Filed September 15, 1954, 11:00 am
Lucile Bethel
Register of Deeds

State of Kansas
County of Haskell

LL Hugoton F 59-17
Co 12766

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of Two Hundred Forty-one and 50/100 (\$241.50) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto

COLORADO INTERSTATE GAS COMPANY,

a Delaware Corporation, its successors and assigns (hereinafter called COMPANY), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Haskell, State of Kansas, described as follows:

Township 30 South, Range 32 West of Sixth Principal Meridian Section 14, NE $\frac{1}{4}$

Company shall bury the top of its pipe at least 24 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines.

Any payment hereunder may be made or mailed to Owner or to Marion P. Miller, who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for the undersigned, in their names, places and stead, to ask, demand, collect, recover and receive any and all sum or sums of money for damages payable or to become payable hereafter under any of the terms of this agreement, and to execute any and all receipts and releases which, in said attorney's judgment, may be necessary or proper, as fully as the undersigned might or could do if personally present. In the event of said attorney's death, or if said attorney should become incapacitated and/or unable to serve, the undersigned hereby appoints Marion P. Miller in said attorney's place and stead with all of the privileges and powers granted above.

There is also hereby granted the right to lay, construct, maintain, operate, repair, replace and remove, in the same manner and with the same rights provided above, additional lines of pipe, but for each additional line laid, Company, its successors or assigns, shall pay Owner, or his agent designated above, One Dollar and fifty cents per lineal rod of pipeline before commencing the construction of any such additional line. As provided above, Company further agrees to pay damages for each additional line laid.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 3rd day of September, 1954.

Marion P. Miller
Maella Miller,
Husband and wife
Grant Rowland
a single man

State of Indiana)
County of Vanderburgh) SS:

Before me, Clarence E. Niederhaus, a Notary Public in and for said County and State, on this 3rd day of September, 1954, personally appeared Marion P. Miller and Maella Miller, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: January 1, 1955.

Clarence E. Niederhaus
Notary Public

State of Indiana)
County of Vanderburgh) SS:

Before me, Clarence E. Niederhaus, a Notary Public in and for said County and State, on this 3rd day of September, 1954, personally appeared Grant Rowland, a single man, to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: January 1, 1955.

Clarence E. Niederhaus
Notary Public

SEAL

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